

**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF BERGENFIELD**

**AND**

**BERGENFIELD EMPLOYEES' ASSOCIATION**

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***EFFECTIVE JULY 1, 2011 THROUGH DECEMBER 31, 2014***

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## **PREAMBLE**

**THIS AGREEMENT**, made this \_\_\_\_ day of November, 2012, between the **BOROUGH OF BERGENFIELD**, a Municipal Corporation of the State of New Jersey (the "Borough" or "Employer"); and the **BERGENFIELD EMPLOYEES ASSOCIATION**, the representative of all Employees in the Division of Sanitation, Parks and Roads of the Bergenfield Department of Public Works, below the title of Foreman (the "Association").

**WHEREAS**, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship which exists between them and recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties; and,

**WHEREAS**, the parties do hereby acknowledge that this Agreement is the result of collective negotiations.

**NOW, THEREFORE**, in consideration of the promises and the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

## ARTICLE I

### ASSOCIATION RECOGNITION

A. The Borough recognizes the Association as the sole and exclusive representative for the purpose of collective negotiation with respect to all negotiable items of employment for all Employees below the title of Foreman, employed by the Borough's Public Works Department, excluding professional employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

B. No Employee shall be compelled to join the Association, but shall have the option to voluntarily join the Association.

C. The term "Employee", as used herein, shall be defined to include the plural as well as the singular and to include females as well as males, where applicable.

D. Pursuant to Chapter 303, Public Laws of 1968, as amended, the Borough hereby agrees that every Employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitutions of New Jersey and the of the United States; that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Borough, or his institution of any

grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the statutes of the State of New Jersey.

**ARTICLE II**  
**EXCLUSIVITY OF ASSOCIATION REPRESENTATION**

A. The Borough agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association with regard to the terms and conditions of employment of personnel covered by this Agreement during the term hereof. Any new job classification that falls within the range of work presently performed by Employees in the bargaining unit shall automatically be included within the Association's jurisdiction.

B. The duly authorized negotiation agent of either the Borough or the Association is not required to be an Employee of or connected with the Borough.

**ARTICLE III**  
**COLLECTIVE NEGOTIATING**

A. Collective negotiation with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than four (4) representatives of each party shall participate in collective negotiating meetings.

B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Borough or the Association and not otherwise inconsistent with applicable law.

C. Employees of the Borough who may be designated by the Association to prepare for and/or participate in collective negotiation meetings or the grievance procedure hereinafter provided for or otherwise for the enforcement of this Agreement will be excused from their Borough work assignments with compensation by the Borough provided their absence would not seriously interfere with the Borough's operations. The Association shall furnish the Borough in writing with the names of its representatives and alternates and notify the Borough of any changes. The Borough's decision as to whether an Employee/representative may be spared shall be conclusive and shall not be grievable.



**ARTICLE IV**  
**PRESERVATION OF RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its Employees;
2. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer Employees; and
3. To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for just cause according to law.

B. Notwithstanding the above, all employees will be given a choice to have either an Association representative or a lawyer, if necessary, with them whenever management or the Borough feels that the employee is to be reprimanded or disciplined in any way or involved in any departmental investigation.

## **ARTICLE V**

### **DATE FOR FUTURE BARGAINING**

A. The Borough agrees to make available to the Association all relevant data in its possession and control which is not privileged and which the Association may require to bargain collectively concerning negotiable matters.

B. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked, the total number of sick leave days utilized and other data or a similar nature. Nothing herein shall be deemed to give the Association the right to view any additional personnel files nor any other confidential information. The intent of this paragraph is to make available to the Association statistical data concerning the above information.

C. Nothing contained herein shall be construed to restrict the Borough from its rights, responsibilities and authority under N.J.S.A. Title 11A, 40 and 40A or any other national, state, county or other applicable laws.

D. The parties agree that, during the term of this Agreement, they shall meet periodically in a good faith effort to resolve such negotiable issues as may arise and are not covered by this Agreement. If agreement is reached between the parties as to any such negotiable issue, such agreed-upon language shall become part of this Agreement upon the execution of same, duly signed by the authorized representatives of the parties.

E. Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit-down, sick call action, boycott or any other form of interference with the Borough operations during the term of this Agreement nor shall the Borough engage in any lockout of Employees during the term hereof.

F. The Borough acknowledges its obligation to negotiate with the Association concerning the possible elimination or subcontracting out of jobs in the DPW.

## ARTICLE VI

### WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday, inclusive of the thirty (30) minute meal break. The normal work week in the Department of Public Works shall be forty (40) hours. In the event the Borough institutes a different work schedule or shift which requires work on a regular shift to extend after 3:30 P.M. or start before 7:00 A.M. (with the exceptions of "Sweepers", "Road Striping" and such other incidental work as may be required to be commenced from time to time before 7:00 A.M.), in the discretion of the Superintendent, the parties agree to re-open negotiations with regard to wage differentials and assignment of personnel.

B. With the exception of regular garbage collection, work in excess of the Employee's basic work of eight (8) hours is considered overtime. An employee out on sick leave in a given week cannot volunteer for overtime during that week. However, this shall not preclude said employee from having overtime during that week if the Borough declares an emergency or the overtime is mandatory or if the overtime consists of previously scheduled weekend standby. To the extent possible, overtime assignments shall be evenly distributed throughout the Department, having due regard for Employee classifications.

1. Overtime for regular garbage collection Monday through Friday shall be paid when in excess of forty (40) regular hours worked per week. Regular shifts and functions and approved leaves (e.g. streets and roads) shall be credited towards the forty (40) hours for determining overtime. Further, in the event that Employees are required to work beyond their normal work day and the Employer seeks credit for time not worked during the first week, the

overtime provision shall apply, unless there is a full complement of apparatus and manpower on the day which required overtime. The determination as to what constitutes a full complement of apparatus and manpower is to be based upon seasonal needs and/or emergencies, and shall not be applied arbitrarily or unreasonably.

2. Reasonable Notice Required

Whenever possible, when planned or known in the morning, the Employee shall be informed prior to lunch hour; thereafter, when overtime work is unexpectedly required, notice shall immediately be given to the designated Employee. In the event a designated Employee is unable, for any reason, to work overtime, he shall be given the opportunity to secure a qualified replacement for such overtime work, provided that the securing of such replacement does not interfere with the orderly conduct of such overtime work.

3. Compensation for overtime work shall be in accordance with Schedule A of this Agreement.

4. An employee who has completed four (4) hours of overtime work shall be entitled to a fifteen (15) minute meal break.

C. Reverse Seniority

1. In the assignment of recycling and sanitation laborers, reverse seniority shall be adhered to at all times, i.e. the last man hired shall be the first man assigned. Exceptions to this practice may be permitted for good cause with the consent of the Association, which shall not be unreasonably withheld.

2. Seniority is to govern all driving opportunities and reverse seniority is to be enforced for laborer duties. All new employees shall start on garbage duties and then go to recycling duties.

D. Court Time

1. Court time, as referred to in this Article, shall consist of all time, excluding regular hours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies, for reasons arising out of or related to his municipal work. All such required Court time shall be considered as overtime and shall be compensated at time and one-half (1 ½).

2. When an Employee covered under this Agreement is required to travel to and from any of the Courts or Administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, if any is due under sub-paragraph B(1) above. Such travel time shall be computed between the Borough and the pertinent court or administrative body, except that there shall be overtime computation or payment for travel time when the pertinent court or administrative body is within the Borough.

3. The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the court or administrative body, together with any applicable travel time and from the Borough, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than one hour overtime payment.

E. 1. Stand-by time shall be defined as being available for an emergency which may arise over and beyond the Employee's normal eight (8) hour daily work schedule.

2. Each week-end there will be two (2) Employees assigned to stand-by duty and a list of these assignments shall be posted for the calendar year within ten (10) days of January 1<sup>st</sup> of each year. The Borough may change such assignments when reasonable necessary due to Employee's termination, hiring, promotion, illness or other incapacity. Stand-by time shall be required of all Employees.

3. In the event a designated Employee is unable, for any reason, to be on stand-by, he shall be given the opportunity to secure a qualified replacement and shall normally submit written confirmation of such replacement or substitution to his immediate supervisor three (3) days prior to the commencement of such stand-by duty.

4. In addition to any overtime payment, each Employee designated for stand-by duty shall be compensated for such stand-by (i.e. on-call) time in the sum of Twenty-Five (\$25.00) Dollars per day for each such day of stand-by duty Friday through Sunday. The lead Employee shall receive One Hundred (\$100.00) Dollars for stand-by duty Monday through Thursday in addition to an overtime payment.

5. Wherever such Employee is actually required to perform duties or to report to a designated location, he shall only be paid, in addition to the compensation provided for in sub-paragraph E(4) immediately above, overtime compensation in accordance with Schedule A of this Agreement. Starting time for scheduled stand-by duties shall be 7:00 a.m.

6. One (1) Equipment Operator, as certified by the Civil Service Commission, may be required to work from 5:00 a.m. until 7:00 a.m. each weekend as a sweeper

operator in a rotation established by the Superintendent. If, for any reason, an Equipment Operator is unable to work on a scheduled day, he may secure a replacement from the list of certified Equipment operators, providing that the security of a replacement does not interfere with the performance of his assigned duties. The Equipment Operator shall be compensated for this scheduled overtime based upon double time prior to 7:00 a.m. each day and time and one-half (1 ½) thereafter.

7. Overtime must be offered to all permanent and full-time employees before it is offered to any part-time, temporary or provisional employee.

F. Longevity

1. Each Employee shall be entitled to a longevity payment based upon a percentage (%) of his base salary after completion of his fifth (5<sup>th</sup>) year of full-time employment with the Borough in accordance with the following schedule:

Zero (0) through five (5) years.....	0.0%
Six (6) through eight (8) years.....	1.0%
Nine (9) through eleven (11) years.....	2.0%
Twelve (12) through fourteen (14) years.....	3.0%
Fifteen (15) through seventeen (17) years.....	4.0%
Eighteen (18) through twenty (20) years.....	5.0%
Twenty-One (21) through twenty-three (23) years.....	6.0%
Twenty-Four (24) years or more.....	8.0%

2. For all employees hired on or after January 1, 2010, or whenever the Agreement is ratified by the parties whichever comes first, said employees shall not be eligible for longevity until the start of their tenth (10<sup>th</sup>) year of service, thereby eliminating the one (1%) percent level and the two (2%) percent level shall start at year ten (10).



G. Attendance Incentive

The Borough shall pay a bonus sum of four (4) days' cash payment to each Employee attaining a perfect attendance record during the calendar year. Said Employee, at his/her option, may take time off instead. Absence by reason of bereavement leave shall not be deemed an absence under this clause and shall not disqualify an Employee's otherwise perfect attendance.

H. Clothing Allowance

1. The Borough shall pay to each Employee whose duties require or make desirable the wearing of a uniform the sum of Seven Hundred Fifty (\$750.00) Dollars. Said uniform shall include all clothing necessary to protect the Employee from the hazards of the work and the elements, including steel-tipped work shoes, gloves, rain gear and rubber boots. The uniform must conform to established Department policy. Equal payments shall be made on the first pay date in May and the first pay date in October of each year.

2. Failure to be in uniform or to have the included equipment readily available shall be grounds for disciplinary action, including suspension without pay. The Borough agrees to permit Employees to make a written application to not wear steel-tipped boots, the granting of which shall not be unreasonably withheld and with a reduction in the annual uniform allowance to Seven Hundred Twenty-Five (\$725.00) Dollars.

3. Employees holding the position of mechanic shall each be entitled to Seventy-Five (\$75.00) Dollars per man additional clothing allowance above that provided above. Such allowance is in recognition of the need by such Employees of additional equipment such as (i) eye goggles, (ii) ear protections; and, (iii) coveralls.

4. All clothing allowance payments made by the Borough shall be done with all applicable deductions.

5. Failure to be in uniform and/or have the included equipment readily available shall be grounds for disciplinary action, up to and including termination.

I. Work in Higher/Lower Classifications

When an Employee works in a classification other than that for which he is classified, and that other classification calls for a higher rate of pay than that for the Employee's normal classification, he shall receive the higher rate of pay "for actual time spent" with a minimum requirement of one (1) hour. When an Employee works in a classification calling for a lower rate of pay than that for which he is classified, he shall receive the higher rate of pay (the one for which he is classified) provided, however, if such lower classification duties are voluntarily assumed by the Employee, the lower rate of pay shall be paid, i.e., a substitution for stand-by or overtime.

1. Laborers who are required to perform Truck Driver duties by transporting material to the disposal site shall be paid the higher rate of pay for "actual time spent" with a minimum requirement of one (1) hour.

2. The higher rate of pay for Diesel Mechanics shall be paid when a Mechanic is required to perform such work. Payment shall be made at the higher rate of pay for "actual time spent" with a minimum requirement of one (1) hour.

J. In the event any Employee of the Association is also a member of a municipal volunteer service organization (e.g. Ambulance Corps., Fire Department, etc.) and is unable to report to work at his scheduled time (or is unable to report at all) because of his duties as such a

volunteer on any emergency call, he shall notify his superior as soon as he is reasonably able to do so. No such Employee shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he has reported to work and, in fact, did work his scheduled shift. It is understood that such volunteer shall report to work as soon as his volunteer duty has been completed, unless he is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof. No Employee shall leave the job for volunteer duty without the prior consent of the Department Head or his authorized representative. Such decision is not grievable. No Employee shall be penalized with respect to his volunteer status as a result of such Borough decisions.

K. Subject to the provisions of Ordinance No. 979 as to initial employment, there shall be no residency requirement for employment under this Agreement.

L. Compensation Time

Compensation time will be used at the Employee's option within one (1) year of the date it is earned, with the approval of the Superintendent. Any compensation time unused within one (1) year will be paid, at the rate the compensatory time was earned.

M. Each Employee who applies for a commercial driver's license and take a test shall be reimbursed by the Borough for the Thirty-Five (\$35.00) Dollar fee.

## ARTICLE VII

### VACATIONS

- A. The vacation allowance shall be as set forth in this Agreement in Schedule B.
- B. When a vacation or any part thereof in a calendar year is not granted by reason of pressure of municipal business, such vacation period not granted shall accumulate and must be taken during the next succeeding year only. Employees may carry over a maximum on one (1) week's vacation time to the next succeeding year only, providing the Superintendent shall be notified of such intent. The Superintendent shall have the right to approve or disapprove extended vacations in excess of one (1) year's accumulation for good cause.
- C. If an Employee is on vacation and becomes sufficiently ill so as to require impatient hospitalization, he may have such period of illness and post-hospital recuperation period charged against sick leave, at his option, upon proof of hospitalization and a physician's certificate.
- D. No Employee who is on vacation shall be recalled except in case of extreme exceptional emergency confronting the Borough.
- E. If an official holiday occurs during an Employees' authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday. Such additional day may be added to the same vacation period, provided notice is rendered to the Borough prior to the commencement of the vacation period, as is current practice.
- F. Vacation shall be selected on a seniority basis, which shall be established by the Department Head in accordance with Exhibit B of this Agreement.

G. Vacations may be taken in segments. However, when fragmenting vacations, not more than ten (10) single days of vacation may be taken without the prior approval of the Department Head, which approval shall not be unreasonably withheld.

H. Seven (7) Employees shall be allowed vacation at the same time between June 15 and August 31.

I. Vacation days shall vest as earned. Vacation time, as determined by the Employee's anniversary date, may be taken in full at any time in the year, provided that such Employee shall reimburse the Borough for any unearned vacation time, pro-rate, if he leaves the employ of the Borough during the year said vacation is taken, other than due to disability, retirement or death.

J. Religious holidays may be taken as a vacation day or a personal day.

K. Earned but unused vacation time shall be paid, pro-rate, to an Employee, or his legal representative, upon his disability, retirement or death.

## ARTICLE VIII

### HOLIDAYS AND PERSONAL DAYS

- A. 1. All employees shall be entitled to receive thirteen (13) paid holidays per year, in accordance with the following holiday schedule:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

2. An Employee shall be paid double time in addition to his regular salary in the event he is required to work on the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

In the event an Employee is required to work on all other specified holidays, he shall be paid time and one-half (1 ½) in addition to his regular salary.

B. In the event it is necessary for Employees to work on holidays, to the extent possible, the determination of which holidays each Employee shall be on duty shall be made pursuant to a reverse seniority schedule within each job classification. Volunteers shall be solicited prior to any selection.

C. Upon completion of all their assigned duties for the day, Employees may be permitted to leave the job on Christmas Eve and New Year's Eve day.

D. An Employee must work the full day before and the full day after each holiday, excluding an excused absence, in order to be compensated for the holiday.

E. Each Employee shall have three (3) personal leave days. Employees shall not be required to advise their superiors of the reason for such personal leave days.

F. A request for the use of a personal day must be submitted, in unity, to the Borough Administrator or designee no less than twenty four (24) hours prior to the day requested, except in cases of emergency.

G. Employees must receive approval from the superior to ensure that the Borough has adequate personnel on hand to perform all necessary functions. Personal leave days shall be non-cumulative.

H. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

## ARTICLE IX

### SICK LEAVE

A. All permanent full-time Employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year.

B. Sick leave with pay is hereby defined to mean necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee requiring attendance upon a member of the immediate family. The parties understand and agree that such absence shall not include extended leave for purposes of providing nursing care or homemaking services.

C. To qualify for payment while absent on sick leave, each Employee who will be absent from duty on sick leave shall so notify his superior in charge not later than fifteen (15) minutes before his scheduled tour of duty commences. The Borough shall identify the phone number to call for this Article to be operative. An answering device or a live person should be the best way to report an absence. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

D. An Employee absent on sick leave for three (3) or more consecutive days shall submit acceptable medical evidence substantiating the illness. In the event an Employee has



accumulated a total of seven (7) one (1) or two (2) day absences in any one (1) calendar year, acceptable medical evidence substantiating the illness shall be required for all subsequent sick leave absences during the remainder of that calendar year. Employees shall not receive pay for such subsequent absences until the required medical evidence is submitted. One medical note shall be sufficient for a period of six (6) months in cases of chronic illness or disease. The Borough shall have the right, at its expense, to require an Employee to submit to a physical examination by a doctor of the Borough's choice with regard to any chronic illness or disease, absences in excess of seven (7) one (1) or two (2) days absences in any one (1) calendar year and any absence of three (3) consecutive days or more.

E. One (1) hour shall be the smallest unit to be considered in computing used sick leave.

F. All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

G. Any Employee who is absent due to sick leave shall call the Department office to provide a telephone number where he may be contacted.

H. Abuse of sick leave shall be cause for disciplinary action, up to and including termination. The Borough reserves the right to receive medical documentation for any illness at the Borough's expense.

**ARTICLE X**  
**WORK INCURRED INJURY**

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough. In the alternative, the Borough may pay such Employee the difference between his full pay and the temporary disability Worker's Compensation check and it shall be deemed to be sick pay but not chargeable to sick leave time. In no event shall the Employee receive less than his full pay, as though he had not been injured (but without any overtime the Employee might ordinarily have received). Notwithstanding the aforesaid, pension and retirement fund payments made by the Borough shall continue to be computed and paid as though the Employee were receiving full pay.

B. An Employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work and the Borough may reasonably require said Employee to present such a certificate from time to time.

C. In the event an Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or its insurance carrier, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing

such further period of disability and such findings by the Division of Workers' Compensation, or the final decision of the last reviewing Court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough-sanctioned program at which his attendance is required by the Borough shall be considered work connected.

E. In the event a dispute arises as to whether an absence should be computed or designated as sick leave or as a work-connected injury. The parties agree to be bound by the decision of an appropriate Worker's compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

F. A work-connected injury requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

G. Effective July 1, 1997, an employee who does not suffer an injury during the fiscal year (July 1 to June 30) will receive a one (1) day off with pay.

**ARTICLE XI**  
**BEREAVEMENT LEAVE**

A. All permanent full-time Employees covered by this Agreement shall be entitled to three (3) days' leave with pay upon the death of a member of his immediate family with the State of New Jersey and up to five (5) days' leave if outside the State of New Jersey, with the consent of their superior or designated representative.

B. (1) The immediate family shall include spouse, child, parents, brothers, sisters and grandparents of an Employee or the Employee's spouse.

(2) In the event of the death of an uncle and/or aunt of an Employee or his spouse, the Employee shall be entitled to one (1) days' leave with pay, without regard to geography.

C. Such funeral leave shall not be charged against an Employee's vacation or sick leave. Upon request by the Borough, the Employee shall provide reasonable verification.

D. Any extension of absence under this Article, however, may be had at the Employee's option, with the consent of the Department Head, and may be charged against available vacation time or be taken without pay for a reasonable period.

E. In the event of the demise of an Employee, the Borough will grant funeral leave to four (4) co-employees of the deceased, to be chosen by the Association, with the reasonable approval of the Department Head as to personnel, for purposes of their attending such deceased Employee's funeral service and burial.

F. In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Employee's superior. The Borough's decision in this regard shall not be grievable.

**ARTICLE XII**  
**LEAVE OF ABSENCE**

A. All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

B. The Employee shall submit, in writing, all the facts bearing on the request to his superior or designated representative, who shall append his recommendations and forward the request to the Borough. The Borough shall consider each case on its own merits and without establishing a precedent. The Borough's decision shall be non-grievable.

C. This leave is subject to renewal periods not to exceed thirty (30) days each for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the Employee has used his accumulated sick leave and vacation leave due to illness, or his vacation leave if leave without pay is requested for reasons other than illness. The Borough's decision shall be non-grievable.

D. At the expiration of such leave, the Employee shall be returned to the position for which he was on leave and receive as of the date of his return all of the benefits he would have received had he not taken the leave.

E. Seniority shall be retained but shall not accumulate during all such leaves.

F. In addition to the above leave, all members of the Bargaining Unit are entitled to utilize both the Federal and State Family medical Leave Act (29 USC §2602, *et seq.* and N.J.S.A.34:11B-1 et seq.), when applicable.

## **ARTICLE XIII**

### **TERMINAL LEAVE-SEVERANCE PAY**

A. Upon termination of an Employee's employment with the Borough after fifteen (15) years of service, such Employee's shall receive severance pay in a sum equal to one (1) month's pay for each five (5) years of employment completed, with a maximum of six (6) months' pay. For Employees hired after July 1, 1997, there shall be a maximum of five (5) months' pay.

B. Notwithstanding the foregoing provision for terminal leave, if State legislation is adopted expressly permitting municipalities to pay retiring Employees for all or a portion of accumulated sick leave, the parties shall renegotiate this provision so that one or the other policy (i.e. terminal leave pay or accumulated sick leave payment) is adopted.

## ARTICLE XIV

### SALARIES

A. The Borough shall provide a salary schedule as contained on Schedule C of this Agreement, as set forth below as well.

B. In the event a salary ordinance has not been adopted by the Mayor and Council in time to grant these raises, they shall be deemed to be retroactive to the dates as set forth above.

C. The base annual salary shall be payable to an Employee immediately upon promotion to a new position, and on such Employee's anniversary dates, as applicable. Notwithstanding the foregoing, and Employee promoted to a new position shall be on probation for the period required by the Civil Service Commission Rules and Regulations and shall not continue to receive the new base salary unless such promotion is made permanent within the probationary period. The anniversary date for persons who are made permanent shall be the date they commenced their probation period.

- D.
1. For the period from July 1, 2011 through December 31, 2011 for all employees who were on the payroll as of July 1, 2011: \$0.00 increase.
  2. For the period from January 1, 2012 through December 31, 2012 for all employees who were on the payroll as of January 1, 2012: \$750.00 increase.
  3. For the period from January 1, 2013 through December 31, 2013 for all employees who were on the payroll as of January 1, 2013: \$750.00 increase.
  4. For the period from January 1, 2014 through December 31, 2014 for all employees who were on the payroll as of January 1, 2014: \$750.00 increase.



**ARTICLE XV  
MEDICAL/DENTAL COVERAGE  
AND EYEGLASS REIMBURSEMENT PROGRAM**

A. The Borough will provide Medical insurance through the State Health Benefits Plan (SHBP) for Employees covered by this Agreement and their families. The Employer retains the right to change insurance carriers so long as it is the same as or substantially similar benefits are provided.

B. Existing Medical benefits shall be continued for all active Employees and Employees who are retired and their eligible dependents until such time as the Employees become eligible for Medicare and Medicaid coverage.

C. Dental Plan

The Borough will continue to provide a dental insurance plan of the same type and in the same amounts as presently exists. The Employer retains the right to change insurance carriers so long as substantially similar benefits are provided.

D. Eyeglass Reimbursement Program

The Borough will reimburse each Employee for the cost of new eyeglasses or contact lenses, providing the Employee is required to wear eyeglasses or contact lenses on a fulltime basis, had broken a lens during his work shift while utilizing the prescribed safety strap; had submitted his claim to the Borough along with the bill from the Optician selected by the Employee. The Employee must submit the eyeglasses to his immediate supervisor or Lead man the same day.

E. All members of the bargaining unit and retirees shall be covered under the provisions of the prescription plan handled through the State Health Benefits Plan (SHBP). Any changes as to co-pays/coverage etc. to said plan made by State Health Benefits Commission (SHBC) shall govern employees and retirees in this bargaining unit as to this benefit. There shall be no stand alone prescription plan.

F. The Borough will provide at least ninety (90) days notice to the Association of any intent to change insurance coverage. The Borough acknowledges its obligation to negotiate concerning insurance coverage upon demand by the Association.

G. All employees will be given and provided hepatitis shots by the Borough whenever necessary.

H. Effective July 1, 2011 health care contributions for all members of the bargaining unit will be governed by the provisions of Ch. 2, P.L. 2010. Effective January 1, 2012, the provisions of Ch. 78, P.L. 2011 shall apply to all bargaining unit members and applicable retirees.

I. The Borough will not provide Medicare re-imbursement for Employees hired on or after July 1, 2011.

## **ARTICLE XVI**

### **INSURANCE**

The Borough will provide insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, so long as it is allowed by law.

## ARTICLE XVII

### SENIORITY, LAYOFFS, PROMOTIONS, TRAINING

A. Layoffs will be conducted in accordance with the New Jersey Civil Service Commission Rules and Regulations.

B. Promotions shall be based upon Civil Service Commission Rules and Regulations and the procedures contained therein.

C. When the Civil Service list of eligible persons is exhausted for the position of Driver or Equipment Operator, the Borough shall provide on-the-job training for such positions to a maximum of three (3) men who are eligible to take the next examination. The three (3) men shall be chosen on the basis of seniority and training shall be provided at such times as will not interfere with the operations of the Department, as determined by the Superintendent of the Department in his sole discretion as to time and place, which determination shall be non-grievable. The Superintendent shall also have the right to remove Employees from the training program if, in his opinion, they are not able to learn the particular skill or are liable to cause damage to Borough equipment and/or vehicles. The determination shall be grievable.

D. The Borough shall permit one (1) Employee in the Department to attend a Diesel Mechanics school either in his spare time or on a leave absence granted by the Borough, without pay and at his own cost. The Association shall submit the names of all Employees in the Department who are interested in attending such school to the Superintendent of the Department and the Superintendent shall choose one of the persons on the list as the one to attend the

authorized and approved Diesel Mechanics School. Upon successful completion of the approved course, the Borough shall reimburse the Employee in the sum of one-half (1/2) of the cost of the tuition for such course. At the completion of the course and one (1) year's additional service in the Borough's employ thereafter, the Borough shall reimburse the balance of the tuition for such course to the Employee.

E. The Borough shall provide appropriate instruction in work where utilization of hazardous equipment is required (i.e. tree cutting equipment, jack-hammer).

F. The Superintendent may, in his sole discretion, permit an Employee to attend occasion seminars and one (1) or two (2) day refresher courses designated to increase an Employee's existing skills or to obtain additional skills on Borough time with pay. The decision of the Superintendent shall be non-grievable.

G. A representative of the Association will be given the opportunity to attend Borough sponsored seminars, conferences, meetings, etc. that are related to the DPW, without any kind of penalty.

## **ARTICLE XVIII**

### **BULLETIN BOARD**

A. The Borough will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities.

C. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Department Head.

## **ARTICLE XIX**

### **MILITARY LEAVE**

Military leave for those Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with applicable law.

## **ARTICLE XX**

### **PENSION**

A. The Borough shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

B. The Borough will pay all required amounts to the appropriate Retirement Fund.



**ARTICLE XXI**  
**GRIEVANCE PROCEDURE**

A. 1. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" means any complaint or any difference or dispute between the Borough and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or administrative decisions affecting them.

2. At all levels of the grievance procedure, the Employer shall advise the Employee that he is entitled to representation by a representative of the Employee organization. If the Employee so chooses, he may have a representative of the Association present at all stages of the grievance procedure.

3. The procedure for settlement of grievances shall be as follows:

Step One

In the event that any Employee covered by this Agreement has a grievance, within five (5) working days of the event of when the Employee should reasonably have known of the event, the Employee shall submit his grievance, in writing, to the DPW Superintendent or designee for possible resolution of such within five (5) working days of receipt of the grievance.

### Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) working days of a decision or non-decision at Step-One, the grievance shall be presented in writing to the Borough Administrator. The Administrator shall render a decision within ten (10) working days after the grievance is presented to him.

### Step Three

If no satisfactory resolution of the grievance is reached at Step Two, then within five working days the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within fifteen (15) working days after the grievance is presented to them.

### Arbitration

a. If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days, the grievance shall be referred to PERC for the selection of an arbitrator to decide the issue of issues. The decision of the arbitrator shall be final and binding upon the parties.

b. The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

c. The parties may mutually agree to extend the timetables expressed herein.

### B. Discipline

1. An Employee may be disciplined, up to and including discharge for violation of the New Jersey Civil Service statutes, rules and/or regulations and/or Borough rules

and regulations and/or Department rules and regulations. Minor discipline will be determined by the Superintendent. Major discipline will be addressed by the Borough Administrator.

2. In the event that minor discipline is imposed, an employee may appeal such action through the grievance procedure set forth above.

C. "Working days" shall be defined as Monday through Friday, irrespective of whether the employees works the days in question or whether the Borough or the employee works those days.

**ARTICLE XXII**  
**MISCELLANEOUS**

A. If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid during the term of this Agreement by operation of law by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

B. As a result of the effect of this Agreement upon past practices, no Employee shall be required to reimburse the Borough for any greater benefits which may have been granted prior to the execution thereof in the future.

C. The failure of either party to pursue any rights granted herein shall not be deemed to be a waiver of such party's exercise thereof in the future.

D. This Agreement shall be binding upon the parties and their successors or legal representatives.

E. This Agreement shall be considered and shall serve to eliminate all past practices, understandings or prior agreements between the Borough and the Association.

## ARTICLE XXIII

### AGENCY SHOP

A. A permanent Employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does join within thirty (30) days of initial employment within the unit, and permanent Employees previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit, as a condition of employment, shall pay a representation fee in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

## **ARTICLE XXIV**

### **DURATION**


A. This Agreement shall be effective as of and retroactive to July 1, 2011 when ratified by the membership of the Association and the governing body of the Borough. When the Agreement becomes effective, it shall remain in full force and effect until and including June 30, 2014, after which this Agreement shall continue in full force and effect until a new Agreement is executed by the parties.

B. All notices required to be sent hereunder shall be deemed to be properly served upon the Association by mailing the same Certified Mail – Return Receipt Requested, to the President of the Association or any member of the Executive Committee or by personal service of any of such persons and receipt of a signed, dated receipt for same from such person. Service of such notices on the Borough, or any superior or Administrator upon whom the same is required pursuant to the provisions of the Agreement, shall be made upon such person or to the Borough Clerk at the Municipal Building and a signed, dated receipt therefore shall be obtained. The Association shall notify the Borough of the name and address of each of its officers and the members of its Executive Committee and of any changes therein during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

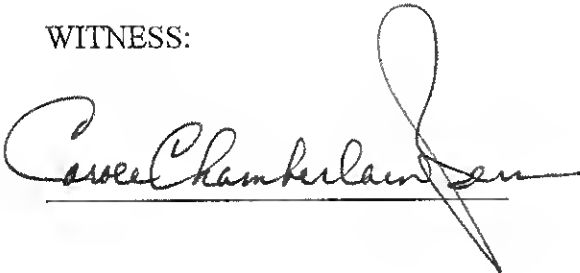

BOROUGH OF BERGENFIELD

  
FREDERICK MCGARRIL  
ADMINISTRATOR

  
TIMOTHY DRISCOLL, MAYOR

WITNESS:

BERGENFIELD EMPLOYEES ASSOCIATION

  
Carol Chamberlain  
  
EDWARD B. SOLMAN  
PRESIDENT

**SCHEDULE A**  
**OVERTIME COMPENSATION**

A. For work performed by the Employees covered by this Agreement in excess of eight (8) hours per day, extra compensation shall be paid as follows:

1. For hours worked between 3:30 p.m. and midnight, payment shall be made at the time and one-half (1 1/2x) rate.
2. For hours worked between midnight and 7:00 a.m., payment shall be made at the double (2x) rate.
3. Road pain crews and street sweeps shall be paid the double time (2x) rate and for hours worked prior to 7:00 a.m.
4. All Employees shall receive the double (2x) rate for hours worked on Saturday, Sunday and/or holidays except that Saturday and Sunday recycling overtime shall be time and one-half (1½) for a period of seven (7) hours.
5. Separate checks for overtime shall be issued for overtime in excess of eight (8) hours earned in any given pay period.

**D.P.W. OVERTIME POLICY**

	<b>RATE</b>	<b>MINIMUM</b>	<b>ORDER</b>
<b><u>Court Time</u></b>	Time and one-half (1½x)	One (1) Hour	Includes reasonable travel time, if outside Bergenfield



<b><u>Paint and Street Sweep</u></b>	Double (2x) time	None	Only if prior to 7:00 a.m.
<b><u>Week-end Standby</u></b>			
<b>Section 5E(4)</b>	Time and one-half (1½ x)	Two (2) hours	Plus \$25/day standby pay
<b>Section 5E(4) and E(5)</b>	Double (2x) time	Two (2) hours	Only midnight to 7:00 A.M.
<b><u>Week Night Standby</u></b>			
<b>Section 5E(4)</b>	Time and one half (1½ x )	Two (2) hours	Plus \$100 standby pay (Leadman only)
<b>Section 5E(4) and E(5)</b>	Double (2x) Time	Two (2) hours	Only midnight to 7:00 A.M.
<b><u>RECALL</u></b>			
	Time and one-half (1½ x)	Two (2) hours	Provided worked regular eight (8) hours
	Double (2x) Time	Two (2) hours	Only midnight to 7:00 A.M.
			Does not apply to previous selections, to those who work through lunch, or work continuously after 3:30 P.M., or Flag and other special crews who come in earlier, as scheduled
<b><u>Holdover</u></b>	Time and one half (1½ x) to midnight	None	
	Double (2x) Time	None	

\*Call in at 11:00 P.M. -

One (1) hour – Time and one-half

One (1) hour – Double time

## **SCHEDULE B**

### **VACATIONS**

#### Employees hired prior to July 1, 2011

0 – 1 year of service.....	1 day for each month employed
1 – 5 years of service.....	12 working days per year
6 – 10 years of service.....	15 working days per year
11 – 15 years of service.....	18 working days per year
16 – 20 years of service.....	21 working days per year
21 – 24 years of service.....	25 working days per year

#### Employees Hired on or after July 1, 2011

From initial employment up to the end of the first calendar year annual paid vacation time for bargaining unit members:

One (1) working day for each initial month of employment if the employee begins work on the 1<sup>st</sup> through the 15<sup>th</sup> day of the calendar month and one-half (1/2) working day if the employee begins work on the 16<sup>th</sup> through the last day of the month

After the initial month of employment and up to the end of the first (1st) calendar year, employees shall receive one (1) working day for each month of service.

1 – 10 years of continuous service.....	13 working days per year
11 – 15 years of continuous service.....	16 working days per year
16 – 24 years of continuous service.....	19 working days per year
25 - Plus years of continuous service.....	23 working days per year

Procedure for Selection Vacations:

Employees shall select vacations based upon seniority.

Vacation selections shall be made pursuant to the categories listed above, most senior first.

Upon selection of vacation periods by the most senior category, selections shall then be made by the next senior category.

This method of selection shall be maintained for each category until each Employee has completed his vacation selections.

Upon to two (2) weeks of vacation, i.e. ten (10) days, can be taken in intervals of one (1) day at a time.

A minimum of fifty (50%) percent of each employee's vacation time shall be requested when the initial vacation selection is requested.

**SCHEDULE C2**

**WAGE SCALE**

**FOR EMPLOYEES HIRED AFTER JULY 1, 1997**

<u>Title</u>	<u>07/01/2011</u>	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>
Public Works Repairer				
Public Works Laborer	STEP SYSTEM NOTED BELOW			
Tree Maintenance Man				
First Year	\$30,692	\$31,442	\$32,192	\$32,942
Second Year	\$35,819	\$36,569	\$37,319	\$38,069
Third Year	\$39,399	\$40,149	\$40,899	\$41,649
Fourth Year	\$43,341	\$44,091	\$44,841	\$45,591
Fifth Year	\$47,671	\$48,421	\$49,171	\$49,921
Sixth Year	\$52,440	\$53,190	\$53,940	\$54,690
Seventh Year	\$63,453	\$64,203	\$64,953	\$65,703
Eighth Year	\$64,908	\$65,658	\$66,408	\$67,158

**SCHEDULE C**

**WAGE SCALE**

**FOR EMPLOYEES HIRED PRIOR TO JUNE 30, 1997**

<u>Title</u>	<u>07/01/2011</u>	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>
Mechanical Repairman (Sr. Diesel)	\$74,391	\$75,141	\$75,891	\$76,641
Mechanical Repairman (Auto)	\$70,613	\$71,363	\$72,113	\$72,863
Mechanical Repairman (Assistant)	\$64,908	\$65,658	\$66,408	\$67,158
Equipment Operator	\$69,363	\$70,113	\$70,863	\$71,613
Sr. Traffic Maintenance Man	\$67,921	\$68,671	\$69,421	\$70,171
Truck Driver	\$67,921	\$68,671	\$69,421	\$70,171
Park Equipment Operator	\$67,921	\$68,671	\$69,421	\$70,171
Public Works Repairman				
Public Works Laborer		STEP SYSTEM NOTED BELOW		
Tree Maintenance Man				
Fifth Year	\$58,690	\$59,440	\$60,190	\$60,940
Sixth Year	\$64,908	\$65,658	\$66,408	\$67,158